

BRA

4584

No. 11

1 of 2

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
PROCLAIMER OF MINOR MODIFICATION OF URBAN RENEWAL PLAN
OF THE DOWNTOWN-WATERFRONT-FANEUIL HALL
URBAN RENEWAL AREA PROJECT NO. MASS. R-77

WHEREAS, the Urban Renewal Plan for the Downtown-Waterfront-Faneuil Hall Urban Renewal Area, Project No. Mass. R-77, was adopted by the Boston Redevelopment Authority on April 24, 1964, and approved by the City Council of the City of Boston on June 8, 1964, and requires the development of land in compliance with the regulations and controls of the Plan; and

WHEREAS, Section 1101 of said Urban Renewal Plan entitled "Modification", provides that the Urban Renewal Plan may be modified at any time by the Boston Redevelopment Authority without further approval provided that the proposed modifications do not substantially or materially alter or change the Plan; and

WHEREAS, Section 503 of said Urban Renewal Plan entitled "Specific Land Use and Building Requirements", designates Permitted Uses for Parcel A-6 as General Office, and for Parcel D-1 as General Business; and

WHEREAS, said Section 503 designates the Maximum Building Height for Parcel A-6 at 250 feet; and

WHEREAS, said Section 503 designates the Maximum Floor Area Ratio for Parcel A-6 10; and

WHEREAS, said Section 503 designates the Ground Floor Setback for Parcel A-6 to be 10' in depth along Northern, Southern and Eastern Frontages; and

WHEREAS, said Section 503 designates the Maximum Building Height for Parcel A-7 at 150 feet; and

WHEREAS, said Section 503 allows enclosed and open parking spaces for Parcel A-7; and

WHEREAS, said Section 503 designates the Ground Floor Setback for Parcel A-7 to be 10' in depth along Southern Frontage; and

WHEREAS, said Section 503 designates the Maximum Building Height for Parcel D-1 at 60 feet; and

WHEREAS, said Section 503 designates the Minimum Parking Spaces for Parcel D-1 at 200-8/; and

WHEREAS, said Section 503 designates the Vehicular Access for Parcel D-1 to be r ~ from Atlantic Avenue or Richmond Street; and

WHEREAS, the Proposed Land Use Plan shows the general circulation plan and parcel designations for the renewal area; and

WHEREAS, the Authority is cognizant of Chapter 781 of the Acts and Resolves of 1972 with respect to minimizing and preventing damage to the environment:

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That Section 503, Parcel A-6, on Page 19, Permitted Uses, is hereby amended by inserting before the words "General Office", the words "Residential and General Business".
2. That Section 503, Parcel D-1, Page 20, Permitted Uses, is hereby amended by inserting before the words "General Business", the word "Residential", and after the words "General Business", the word "Institutional".
3. That Section 503, Parcel A-6, on Page 19, Maximum Building Height, is hereby amended by deleting the figure "250", and inserting the figure "150".
4. That Section 503, Parcel A-6, on Page 19, Maximum Floor Area Ratio, is hereby amended by deleting the figure "10" and inserting therein the figure "6".
5. That the requirements for Arcades or Ground Floor Setbacks, Section 503, Parcel A-6 on Page 19, is hereby deleted.
6. That Section 503, Parcel A-7, on Page 19, Maximum Building Height, is hereby amended by deleting the figure "150" and inserting therein the figure "85".
7. That Section 503, Parcel A-7, on Page 19, Minimum Parking Spaces, is hereby amended by deleting the figure "3" and inserting therein the figure "1".
8. That the requirement, Ground Floor Setbacks, Section 503, Parcel A-7 on Page 19, is hereby deleted.
9. That the Proposed Land Use Plan be changed in accordance with the attached Amended Proposed Land Use Plan to reflect the relocation of Parcel D-1 and the creation of Parcel C-2b.
10. That the alignment and width of Atlantic Avenue be revised in accordance with the attached Amended Proposed Land Use Plan.
11. That the area of Parcel A-8 be expanded in accordance with the attached Amended Proposed Land Use Plan.
12. That Section 503, Parcel D-1, on Page 20, Maximum Building Height, is hereby amended by deleting the figure "60" and inserting therein the figure "125".
13. That Section 503, Parcel D-1, on Page 20, Minimum Parking Spaces, is hereby amended by deleting the figure "200".
14. That the requirement, Vehicular Access, Section 503, Parcel D-1, on Page 20, is hereby deleted.
15. That Section 503, of said Urban Renewal Plan, Page 20, is hereby amended by adding Parcel C-2b with the following building requirements:

<u>PERMITTED USES</u>	<u>MAXIMUM BLDG. HEIGHT</u>	<u>MAXIMUM FLOOR AREA RATIO</u>	<u>MINIMUM PARKING SPACES</u>
Residential	80 feet	4	8/

16. That Parcel C-2b of said Plan shall be provided as a site for a minimum of 100 units of low and moderate income housing for the elderly under the provisions of Section 236 of the National Housing Act of 1968.

17. That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment and further, that all practicable feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.

18. That the proposed modifications are found to be minor modifications which do not substantially or materially alter or change the Plan.

19. That all other provisions of said Plan not inconsistent herewith be and hereby are continuing in full force and effect.

20. That the Director be and hereby is authorized to proclaim by certificate these minor modifications of the Plan all in accordance with the provisions of the Urban Renewal Handbook, RHM 7207.1.

AGENCY:

BOSTON REDEVELOPMENT AUTHORITY

PROJECT IDENTIFICATION:

DOWNTOWN WATERFRONT PROJECT - MASS. R-77
Minor Plan Modifications to
certain parcels:

Parcel A-6
Parcel A-7
Parcel A-8
Parcel D-1
Parcel C-2b

Atlantic Avenue, Stage II.

I. Background Information

A. Brief description of the proposed project and of the B.R.A. involvement

The BRA proposed to make minor modifications to the urban renewal plan of the Downtown Waterfront-Faneuil Hall Urban Renewal Area Mass. R-77. The Renewal Area has been previously approved by the Boston City Council, the Mayor, the State of Massachusetts and the United States Department of Housing and Urban Development.

The BRA has recently completed an intensive review of certain aspects of this plan, adopted in the early 1960's. This review was carried out in cooperation with community groups (the North End - Waterfront Restudy Committee) within the Renewal Area and in the adjoining North End neighborhood. The specific purpose for undertaking the review was to give adequate consideration to the impact of currently planned improvements and the affect on the environment, the quality of life and the historic character of the area.

The proposed actions in the area, (see attached map) based on the results of the intensive study by the BRA and community groups (the latter working with professional planning consultants) will result in a substantial decrease in the scale of development, as originally proposed. A summary of the plan modifications is listed below.

The proposed modifications are the result of the intensive planning and design efforts since April, 1973 to reexamine certain aspects of the Waterfront Project. Numerous alternatives were

considered, with emphasis on alternatives for public open space, the proposed Atlantic Avenue relocation, and new housing.

Parcel A-6

Originally proposed for office use with a maximum building height of 250 feet; now proposed for mixed income housing with ancillary office and retail uses on the ground floor; maximum allowable height; 150 feet.

Careful consideration will be given to the effect of the building's height and massing on adjacent open space and historic Long Wharf once detailed design work is started.

Parcel A-7

Originally proposed as a 15-story motel, the proposed limit will be 7 stories or 85 feet. The same design considerations as on A-6 will be utilized as detailed design review proceeds.

Parcel D-1

The location of this parcel will be shifted to allow significant views of the historic Mercantile Wharf building. Originally proposed for office and garage use, the new proposal will allow about 125 units of housing with a ground floor institutional use adjacent to the public park (discussed below). Height and massing of the buildings will reflect adequate consideration for the Mercantile Wharf Building.

Parcel C-2b

Originally proposed for a moderate income townhouse development, the new proposal for 160 units of low and moderate rent elderly housing recognizes the substantial need for this kind of housing in the immediate vicinity. Design controls will reflect the scale of the adjacent Commercial Block and the Fulton-Commercial Streets area, now on the National Register of Historic Places.

Parcel C-2

Additional rehabilitation in this area is desired. The construction of 110 units of low rent elderly housing is proposed on a site containing buildings listed on the National Historic Register. Consultation with the Department of Housing and Urban Development and the National Advisory Council on historic preservation before the buildings are demolished. A portion of the area is now being studied as a site for a parking structure to provide a facility for persons living in the new and rehabilitated structures in the immediate area. It could also serve as a resource for local businesses in the area.

Sargent's Wharf

Original scale of development (200-225 units of housing) will be maintained with supportive office and/or retail space.

Waterfront Park (Parcel A-8)

The original BRA plan proposed a 2.4 acre public open space. The BRA intends to revise this parcel to provide a 4.3 acre park which will be linked to about 3 acres of public open space on Long Wharf. 1.5 acres of additional open space, open to the public, will be built and maintained by the private developers of the adjoining parcels (A-6, D-1, C-2b).

Atlantic Avenue, relocated

Originally planned as a major roadway, 80 feet in width, with six moving lanes, a median strip, and turning storage lanes, the Avenue will be sealed down as a result of the study. An analysis of the existing and future traffic demands was carried out. The analysis indicated that four moving lanes at peak hours would be sufficient to effectively service the area. As a result, a 44 foot roadway has been proposed in an alignment west of the original location. This alignment allows for new housing and additional public open space, much of it unaffected by the roadway.

II. Description of the Geographical areas which will be affected by the project, including distinguishing natural and man-made characteristics; and a brief description of the present use of the area.

The area which will be affected by the proposed modifications is approximately 11 acres (see attached map), all of which are vacant. Its location, adjacent to Boston Harbor, is its most distinguishing natural characteristic. The area is presently adversely affected by several man-made characteristics such as the John F. Fitzgerald Expressway, or Central Artery, the excessive numbers of streets in need of repair, inadequate public and private utilities and a general aura of blight. However, other man-made characteristics are the notable buildings in the vicinity (many of which are on the National Register of Historic Places), for example, the Mercantile Wharf Building, the Commercial Block, Commercial Wharf West and South, Fulton and Commercial Streets, the Gardner Building and Custom House Block. These structures affect the area in a most beneficial way and are being rehabilitated or rehabilitation is complete. The rehabilitation is providing substantial amounts of housing and supportive commercial space. The area is being transformed into a viable residential area which will be strengthened significantly by the implementation of the proposed plan modifications.

III. Preliminary Assessment of Environmental Damages

	<u>Short Term</u>	<u>Long Term</u>
1. Could the project affect the use of a recreational area or area of important aesthetic value?	No	No

The proposed plan modifications will create a substantial new public waterfront park and new privately developed, open space, and beneficially affect the area. The new housing and motel will be designed to reflect the character of the area, maintain views the harbor, the park, and historic buildings in the area.

2. Are any of the natural or man-made features in the affected area unique; that is not found in other parts of the Commonwealth or Nation?	No	No
---	----	----

The Closeness of a unique portion Boston Harbor and the properties on the National Register of Historic Places can create an exciting and unparalleled urban space.

3. Could the project affect an Historical or archaeological structure or site? No No

It is essential that subsequent building design reflect and relate to the unique character of the area. There will be limited demolition of older buildings and new construction in and around historic areas. The preliminary assessment is ~~not~~ ^{that} the proposed program of rehabilitation and new construction will benefit and upgrade the area.

4. Could the project affect the potential use, extraction, or conservation of a scarce natural resource? No No
5. Does the project area serve as a habitat, food source, nesting place, source of water, etc. for rare or endangered wildlife or fish species?

The area does not serve, nor is it expected to serve this function in the foreseeable future.

6. Could the project affect fish, wildlife or plant life? No No

It is not anticipated that the project will adversely affect such life. However, separation of sewer and storm drainage, the removal of rotting piles and piers from the water area adjoining the site, and creating a public park area could be beneficial to both fish and plant life.

7. Are there any rare or endangered species in the affected area?

No

No

8. Could the project change existing features of any of the Commonwealth's fresh or saltwaters or wetlands?

No

No

See 6 (above).

9. Could the project change existing features of any of the Commonwealth's beaches?

No

No

There are no beaches in the project area.

10. Could the project result in the elimination of land presently utilized for agricultural purposes?

No

No

The project will not eliminate land need for agricultural purposes.

11. Will the project require a variance from, or result in a violation of, any statute, ordinance, by-law, regulation or standard, the major purpose of which is to prevent or minimize damage to the environment? No No

12. Will the Project Require Certification, Authorization or Issuance of a Permit by an Local, State or Federal Environmental Control Agency? No No

13. Will the Porject Involve the Application, Use or Disposal of Potentially Hazardous Materials? No No

There are no potentially hazardous materials involved.

14. Will the Project Involve Construction of Facilities in a Flood Plain? No No

The control site area is not part of a flood plain.

15. Could the Project Result in the Generation of Significant Amount of Noise? No No

The City will comply with the latest EPA regulations, energy cutback programs, and the concern of its residents for an improved quality of life.

- | | | |
|---|----|----|
| 16. Could the Project Result in the Generation of Significant Amount of Dust? | No | No |
| 17. Will the Project Involve the Burning of Brush, Trees, Construction Materials, etc.? | No | No |

The area does not contain brush and trees. Burning of construction materials or other material will not be allowed and all such material will be removed from the site.

- | | | |
|---|----|----|
| 18. Could the Project Result in a Deleterious Effect on the Quality of any Portion of the State's Air or Water Resources? | No | No |
|---|----|----|

Area is adjacent to the waterfront, therefore ground water, ground water table, or fresh water resources will be affected.

- | | | |
|---|----|----|
| 19. Could the Project Affect an Area of Important Scenic Value? | No | No |
|---|----|----|

(See background information and 1, 2, and 3 above).

- | | | |
|--|----|----|
| 20. Will the Project Result in Any Form of Environmental Damage not Included in the Above Questions? | No | No |
|--|----|----|

SUMMARY OF PLAN MODIFICATIONS

OLD PLAN

NEW PLAN

Parcel A-6	office use, 250 feet, maximum height limit	housing, 150 feet, maximum maximum height limit
Parcel A-7	motel, 150 feet, maximum height limit	motel, 85 feet, maximum height limit
Parcel D-1	office use, parking, 60 feet, maximum height limit	housing, 125 feet, maximum height limit
Parcel C-2b	housing, 90 feet, maximum height limit	housing, 80 feet, maximum height limit
Parcel A-8	park, 2.4 acres	park, 4.3 acres
Atlantic Ave.	80 foot pavement, 6 moving lanes	44 foot pavement, 4 moving lanes, at peak hours

IV. CONCLUSIONS

Place a check in the appropriate box.

1. (X) It has been determined that the urban renewal plan changes proposed herein will not cause significant environmental damage. Further reports on specific projects will be filed in accordance with existing regulations, if applicable.
2. () It has been determined that the project may cause significant environmental damage. A draft environmental impact report will be submitted on _____ (approximate date).

The draft report will be:

3. () Standard
4. () Extensive
5. () Combined
6. Joint, in participation with _____, with
_____ designated as the lead agency.

Signature of Preparing Officer _____

Title _____

Address _____

Telephone _____

MEMORANDUM

DECEMBER 13, 1973

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT T. KENNEY, DIRECTOR

SUBJECT: DOWNTOWN-WATERFRONT-FANEUIL HALL URBAN RENEWAL AREA
PROJECT NO. MASS. R-77
PROCLAIMER OF MINOR MODIFICATIONS OF URBAN RENEWAL PLAN
DISPOSITION PARCELS A-6, A-7, D-1, C-2b

After carefully considering the recommendation of the BRA reviewing group and studying and taking into consideration the majority and minority reports of the Waterfront Restudy Committee, it is recommended that minor modifications be made to the Renewal Plan. It is felt that these modifications would best reflect the Authority's commitment towards the further establishment of a viable and exciting urban environment. The modifications outlined below not only reflect our professional judgment as to the appropriate utility of land included within the renewal area, but also reflect our philosophy as to how the needs of the citizenry of this area can be best satisfied.

It is recommended that the Permitted Uses for Parcel A-6 be modified so that housing and supporting uses may be constructed on this site. The Maximum Building Height allowed should be reduced to 150 feet. The present height limitation is 250 feet. The Maximum Floor Area Ratio allowed should be reduced to 6. The Maximum F.A.R. is presently 10. The Ground Floor Setback requirement should be deleted.

It is recommended that the Maximum Building Height for Parcel A-7 should be reduced to 85 feet. The present height limitation is 150 feet. The requirement for Parking should be amended to read "No Open Parking Permitted", and the Ground Floor Setback requirement should be deleted.

It is further recommended that the alignment of Atlantic Avenue be changed to generally correspond to the existing alignment of Mercantile Street as shown on the attached and amended Proposed Land Use Plan. It is also recommended that the width of this roadway be scaled down from six moving lanes with a breakdown lane and median strip to four moving lanes. It is submitted that this size roadway more appropriately corresponds to the scale of the residential and open space planned for the area. It is also recommended that the size of the park on Parcel A-8 be increased from approximately 2 acres to approximately 4.3 acres. Together with the open space planned for the abutting renewal parcels, there will be a contiguous open and public space of approximately 5.4 acres.

Because of the new alignment of Atlantic Avenue, it is recommended that the location of Parcel D-1 be changed as shown on the attached map. It is further recommended that because of the new alignment of Atlantic Avenue and the relocation of Parcel D-1, that Parcel C-2 be expanded to include Parcel C-2b. This new Parcel (C-2b) shall be used exclusively for low and moderate income housing for the elderly and will complement the already approved low income elderly construction within Parcel C-2.

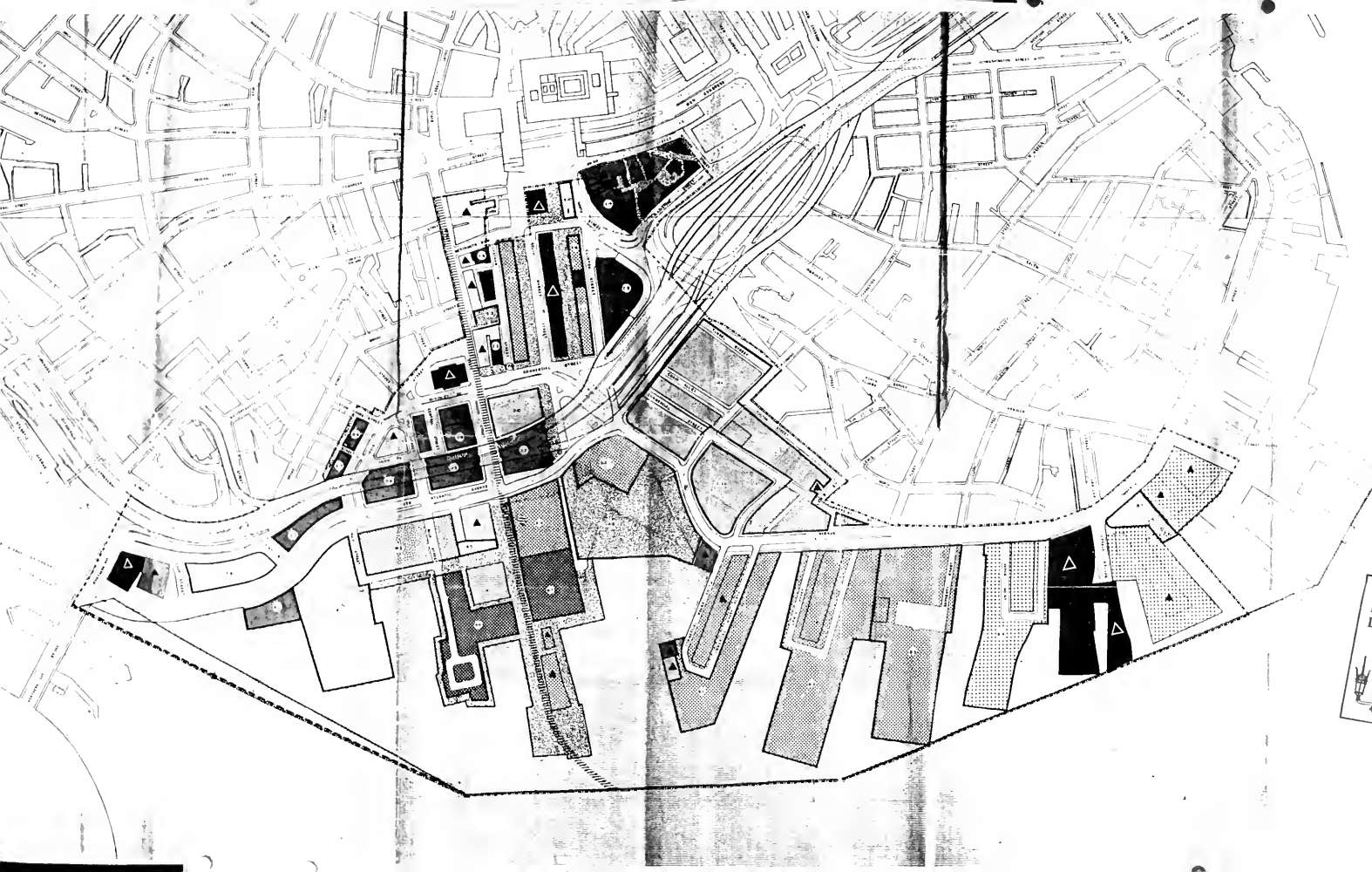
It is recommended that Parcel D-1 be amended to include Residential and Institutional as Permitted Uses. The Maximum Building Height should also be amended to 125 feet. The Minimum Parking spaces should be amended by deleting the figure 200. The requirement for Vehicular Access is no longer applicable and should therefore be deleted.

It is recommended that the Maximum Building Height for Parcel C-2b should be 80 feet and that the Maximum Floor Area Ratio allowed should be 4. The Permitted Use should be Residential. The requirement for parking should read "No Open Parking Permitted".

It has been determined that said modifications are minor in nature in that they do not constitute a fundamental change in the overall project nor do they materially or substantially alter or change the Plan.

An appropriate Resolution is attached.

Attachment



- unimproved
- public open space
- residential
- general office
- general business
- mixed use residential general business
- mixed use general office general business
- mixed use institutional general business
- mixed use public service
- public ownership
- marine and marine accessory
- MTA subway station
- MTA easements
- other easements
- property not to be acquired
- disposition parcel
- proposed U.S. Railroad Line
- project boundary
- U.S. Railroad Line

Proposed Land Use

REVISED DECEMBER 1975
 SCALE: 1" = 100'
 DATE: 1/10/76
 BY: R-77
 FOR: B-77
 PROJECT: Downtown Waterfront
 Faneuil Hall
 Urban Renewal Area
 Massachusetts R-77

BOSTON REDEVELOPMENT AUTHORITY



GOVDOC

BRA

4584

No. 12

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
 RE: AUTHORIZATION OF DIRECTOR TO PROCLAIM BY
 CERTIFICATE MINOR MODIFICATIONS OF THE GOVERNMENT
 CENTER URBAN RENEWAL PLAN, PROJECT NO. MASS. R-35
 AND THE DOWNTOWN WATERFRONT-FANEUIL HALL URBAN
 RENEWAL PLAN, PROJECT NO. MASS. R-77

BOSTON PUBLIC LIBRARY

WHEREAS, the Urban Renewal Plan for the Government Center Urban Renewal Area, Project No. Mass. R-35, was adopted by the Boston Redevelopment Authority on April 3, 1963, and approved by the City Council on May 25, 1964; and

WHEREAS, Section 901 of Chapter IX of said Plan entitled "Modifications" provides in pertinent part that the Urban Renewal Plan may be modified at any time by the Boston Redevelopment Authority where the proposed modification will not substantially change the Plan; and

WHEREAS, the Urban Renewal Plan for the Downtown Waterfront-Faneuil Hall Urban Renewal Area, Project No. Mass. R-77, was adopted by the Boston Redevelopment Authority on April 15, 1964, and approved by the Boston City Council on June 8, 1964; and

WHEREAS, Section 1101 of Chapter XI of said Plan entitled "Modifications" provides in pertinent part that the Urban Renewal Plan may be modified at any time by the Boston Redevelopment Authority where proposed modifications will not substantially or materially alter or change the Plan; and

WHEREAS, the Authority has on December 2, 1970, adopted a Resolution entitled "Modifications of the Urban Renewal Plan of the Government Center Urban Renewal Area and the Downtown Waterfront Faneuil Hall Urban Renewal Area":

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That subsection B of Section 302 of Chapter 111 of the Government Center Urban Renewal Plan entitled "Land Use and Building Requirements" is hereby modified in the following manner:
 - (a) That Parcels 13 and 14, with the exception of No.6 Faneuil Hall Square, are consolidated as a new Parcel 13/14 as shown on the amended Land Use Map attached hereto.
 - (b) That Corn Court and Change Avenue within the Government Center Urban Renewal Project area will be discontinued and incorporated into Parcel 13/14.

- (c) That the Land Use Provisions and Building Requirements for new Parcel 13/14 are as follows:

PARCEL 13/14

A. Permitted Uses

The principal use of the Parcel shall be for General Office Use.

B. Building Requirements

1. Floor Area Ratio: Not to exceed 14.0 when combined with Parcel E-11 in the Downtown Waterfront-Faneuil Hall Urban Renewal Project. The gross floor area ratio shall be determined in accordance with the Boston Zoning Code.
2. Building Coverage: Maximum coverage of the site will be encouraged. A major pedestrian passageway, open and/or arcaded, must be maintained on the easterly side of the combined parcels. Some space below the plaza level facing Faneuil Hall Square shall be occupied by retail or restaurant use.
3. Height: The major tower element is not to exceed 500' above elevation 34.
4. Setback: The principal Tower element, not including canopies, shall be set back at least 50 feet from a line running westerly from the northwest corner of the "Sanborn Building" on a course parallel to the northerly face of the South Market Building. No setback is required on the East, West and South elevations, provided that a passageway shall be maintained in accordance with Section 2 above.
5. Parking: No open parking. Specifically prohibited is any parking garage fronting on Faneuil Hall Square or having an entrance or egress thereon. Underground parking will be permitted below the grade of State Street.
6. Access: Parking and all loading access may only be from Merchant's Row. The number of off street loading bays required for the building is four (4).
7. Pedestrian Flow: A pedestrian way, open and/or arcaded, must be maintained along the easterly side of the combined parcels in a north and south direction from State Street to Faneuil Hall and connecting the overpass over Congress Street with Faneuil Hall Square and State Street. The building shall provide arcaded passageways on the easterly side of the building and on the portion of the building which abuts State Street.

8. Subway Access: The developer must construct that portion of the proposed public entrance of the State Street subway line which falls within the developer's property line.
2. That Section 503 of Chapter V of the Downtown Waterfront-Faneuil Hall Urban Renewal Plan is modified in the following manner:
 - (a) That Parcel E-11 as shown on the amended Land Use map attached hereto is hereby added to said Section 503.
 - (b) That Corn Court and Change Avenue within the Downtown Waterfront-Faneuil Hall Urban Renewal Project area will be discontinued and incorporated into Parcel 13/14.
 - (c) That said Parcel E-11 contains the following Land Use and Building Requirements:

Parcel E-11

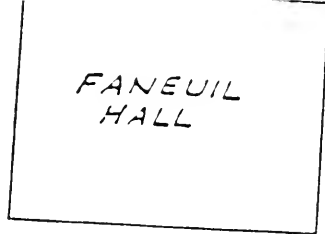
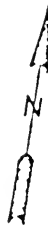
A. Permitted Uses

The principal use of the Parcel shall be for General Office Use.

B. Building Requirements

1. Floor Area Ratio: Not to exceed 14.0 when combined with Parcel 13/14 in the Government Center Urban Renewal Project. The gross floor area ratio shall be determined in accordance with the Boston Zoning Code.
2. Building Coverage: Maximum coverage of the site will be encouraged. A major pedestrian passageway, open and/or arcaded, must be maintained on the easterly side of the combined parcels. Some space below the plaza level facing Faneuil Hall Square shall be occupied by retail or restaurant use.
3. Height: The major tower element is not to exceed 500' above elevation 34.
4. Setback: The principal tower element, not including canopies, shall be set back at least 50 feet from a line running westerly from the northwest corner of the "Sanborn Building" on a course parallel to the northerly face of the South Market Building. No setback is required on the East, West and South elevations, provided that a passageway shall be maintained in accordance with Section 2 above.

5. Parking: No open parking. Specifically prohibited is any parking garage fronting on Faneuil Hall Square or having an entrance or egress thereon. Under-ground parking will be permitted below the grade of State Street.
 6. Access: Parking and all loading access may only be from Merchant's Row. The number of off-street loading bays required for the building is four (4).
 7. Pedestrian Flow: A pedestrian way, open and/or arcaded, must be maintained along the easterly side of the combined parcels in a north and south direction from State Street to Faneuil Hall and connecting the overpass over Congress Street with Faneuil Hall Square and State Street. The building shall provide arcaded passageways on the easterly side of the building and on the portion of the building which abuts State Street.
 8. Subway Access: The developer must construct that portion of the proposed public entrance of the State Street subway line which falls within the developer's property line.
-
3. That the proposed modifications herein adopted by the Authority on December 20, 1973 regarding the Government Center Urban Renewal Plan and the Downtown Waterfront-Faneuil Hall Urban Renewal Plan are affirmed and found to be minor modifications which do not substantially or materially alter or change the respective Plans.
 4. That all other provisions of said Plans not inconsistent herewith be and are continued in full force and effect.
 5. That the Director be and hereby is authorized to proclaim by certificate those minor modifications of the Government Center Urban Renewal Plan herein adopted by the Authority on December 20, 1973, and by this Resolution, all in accordance with the provisions of the Urban Renewal Handbook RHM 7207.1, Circular dated June 3, 1970.



FANEUIL
HALL

FANEUIL HALL SQUARE

CONGRESS ST.

13/14

CHANCE AVE. (DOTTED)

CONGRESS ST. (DOTTED)

CONGRESS ST. (DOTTED)

ROW

MERCHANTS

E-11

STATE STREET

GOVERNMENT CENTER
PROJECT

WATERFRONT
PROJECT

GOVERNMENT CENTER & WATERFRONT URBAN RENOVATION PROJECT

60 STATE ST

LAND DISPOSITION PARCEL

13/14 & E-11

MAY, 1973

MEMORANDUM

December 20, 1973

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT T. KENNEY, DIRECTOR

SUBJECT: PROCLAIMER PROCEDURE RELATIVE TO MINOR MODIFICATION
OF THE GOVERNMENT CENTER URBAN RENEWAL PLAN, PROJECT
NO. MASS. R-35, AND OF THE DOWNTOWN WATERFRONT-
FANEUIL HALL URBAN RENEWAL PLAN, PROJECT NO. MASS.
R-77.

On November 30, 1972, the Authority voted to authorize the Director to proclaim certain minor modifications of the above mentioned Urban Renewal Plans which had been adopted by the Authority on December 2, 1970, prior to the formation of proclaimer procedures by HUD.

Since the November 30, 1972 meeting, it has been necessary to clarify and further modify certain of these changes in order to facilitate the development of an office building by Cabot, Cabot and Forbes Company. These modifications are minor in nature and do not substantially or materially alter or change the Plan.

An appropriate resolution is attached.

Attachment:

Doc 2993
BOSTON PUBLIC LIBRARY

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
CONCERNING A PROCLAIMER OF MINOR MODIFICATION OF URBAN
RENEWAL PLAN AND REQUEST FOR ZONING REFERRAL FOR A
PORTION OF PARCEL C-2 AS SHOWN ON THE ATTACHED MAP
DOWNTOWN WATERFRONT-FANEUIL HALL URBAN RENEWAL AREA
PROJECT NO. MASS. R-77 AND AUTHORIZATION TO PROCLAIM
THIS MINOR MODIFICATION

WHEREAS, the Urban Renewal Plan for the Downtown Waterfront-Faneuil Hall Urban Renewal Area, Project No. Mass. R-77 was adopted by the Boston Redevelopment Authority on April 24, 1964, and approved by the City Council of the City of Boston on June 8, 1964, and requires the development of land in compliance with the regulations and controls of the Plan; and

WHEREAS, Section 1101 of said plan entitled "Modification" provides that the Urban Renewal Plan may be modified at any time by the Boston Redevelopment Authority without further approval provided that the proposed modifications do not substantially or materially alter or change the Plan; and

WHEREAS, the "Existing and Proposed Zoning Map" of said Urban Renewal Plan designates a zone change for the portion of Parcel C-2 shown on the attached map to L-2; and

WHEREAS, the Boston Redevelopment Authority has determined that said portion of Parcel C-2 on Fulton Street and Commercial Street shall be developed for housing rehabilitation and the construction of new elderly housing; and

WHEREAS, the Authority is cognizant of Chapter 30, Section 61 and 62 of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment; and

WHEREAS, the proposed development will necessitate a modification of the proposed zoning for said portion of Parcel C-2.

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That the "Existing and Proposed Zoning Map" of the Downtown Waterfront-Faneuil Hall Urban Renewal Plan is hereby modified by changing the area indicated on the attached map from a proposed L-2 zone to a proposed H-5U zone.

2. That the Boston Redevelopment Authority hereby approves the proposed change to H-5U and hereby authorizes the Director to proclaim by certificate this minor modification of the Plan in accordance with the provisions of the Urban Renewal Handbook, RHM 7207.1 Circular as amended and to petition the Zoning Commission of the City of Boston to establish the H-5U zone as shown on the attached map.

3. That this modification is found to be a minor modification . which does not substantially or materially alter or change the urban renewal plan.

4. That all other provisions of said Plan not inconsistent herewith be and are continued in full force and effect.

5. That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment and further, that all practicable and feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT T. KENNEY, DIRECTOR

SUBJECT: MINOR MODIFICATION OF URBAN RENEWAL PLAN AND REQUEST
FOR ZONING REFERRAL OF A PORTION OF PARCEL C-2 AREA
DOWNTOWN WATERFRONT PROJECT NO. MASS. R-77

Originally, under the Urban Renewal Plan, the zoning for Parcel C-2 was to be changed from an M-2 to an L-2 district. At the time, the proposed change was considered appropriate and consistent with our planning objectives to develop a major portion of the parcel for new moderate-income housing construction integrated with the rehabilitation of selected buildings for residential and local retail business uses. Our efforts to achieve this type of development in the past were unsuccessful.

More recently, however, the Authority has adopted a redevelopment program for the area consisting of the preservation and rehabilitation of many of the existing buildings for residential use and the development of sites for elderly housing. In light of these objectives, it is recommended that the proposed zoning for the areas shown on the attached map be changed to H-5U. The H-5U zoning will be more appropriate in terms of the Authority's present plans for residential development and will avoid the need for variances which would otherwise be necessary to satisfy height, parking and side yard requirements in connection with the proposed rehabilitation. The change is also consistent with the H-5U zoning previously approved by the Authority for the adjacent areas on Fulton and Commercial Streets.

Since the proposed H-5U zoning constitutes a change in the Urban Renewal Plan, it is recommended that the Authority modify the Plan as indicated. In the opinion of the General Counsel, the proposed modification is minor and does not substantially or materially alter or change the Plan. This modification may, therefore, be effected by vote of the Authority. It is further recommended that the Director be authorized to petition the Zoning Commission to create the H-5U zone in the portion of Parcel C-2 shown on the attached map.

An appropriate Resolution is attached.

Attachment.

GOVDOC

Adopted at Meeting of 5/29/75

BRA

4584

No. 14

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
 RE: PROCLAIMER OF MINOR MODIFICATIONS OF THE
 URBAN RENEWAL PLAN OF THE DOWNTOWN-WATERFRONT-
 FANEUIL HALL URBAN RENEWAL AREA
 PROJECT NO. MASS. R-77

BOSTON PUBLIC LIBRARY

WHEREAS, the Urban Renewal Plan for the Downtown-Waterfront-Faneuil Hall Urban Renewal Area, Project No. Mass. R-77, was adopted by the Boston Redevelopment Authority on April 24, 1964, and approved by the City Council of the City of Boston on June 8, 1964, and requires the development of land in compliance with regulations and controls of the Plan; and

WHEREAS, Section 1101 of said Urban Renewal Plan entitled "Modification", provides that the Urban Renewal Plan may be modified at any time by the Boston Redevelopment Authority without further approval provided that the proposed modifications do not substantially or materially alter or change the Plan; and

WHEREAS, the Proposed Land Use Map, Exhibit B to the Downtown-Waterfront-Faneuil Hall Urban Renewal Plan, as amended, shows Parcels A-6 and A-7 as separate but adjoining parcels; and

WHEREAS, Section 503 of said Urban Renewal Plan, as amended, entitled "Specific Land Use and Building Requirements" designates the proposed land uses for Parcel A-6 as Residential, General Business and General Office uses, and land designates the proposed land uses for Parcel A-7 as General Office, General Business, Transient Housing and Institutional Uses; and

WHEREAS, expanding Parcel A-7 so as to include Parcel A-6 is desirable in that it minimizes the impact of the proposed hotel construction both upon the historic buildings now situated upon Long Wharf and the waterfront area in general; and,

WHEREAS, the Authority is cognizant of Chapter 30, Section 61 and Section 62 of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That the Proposed Land Use Map, as amended, be further amended by expanding Parcel A-7 so as to include therein Parcel A-6.
2. That Section 503, as amended, be further amended by deleting from the Table of Land Use and Building Requirements all references to Parcel A-6 and Parcel A-7 and inserting in lieu thereof the following requirements:

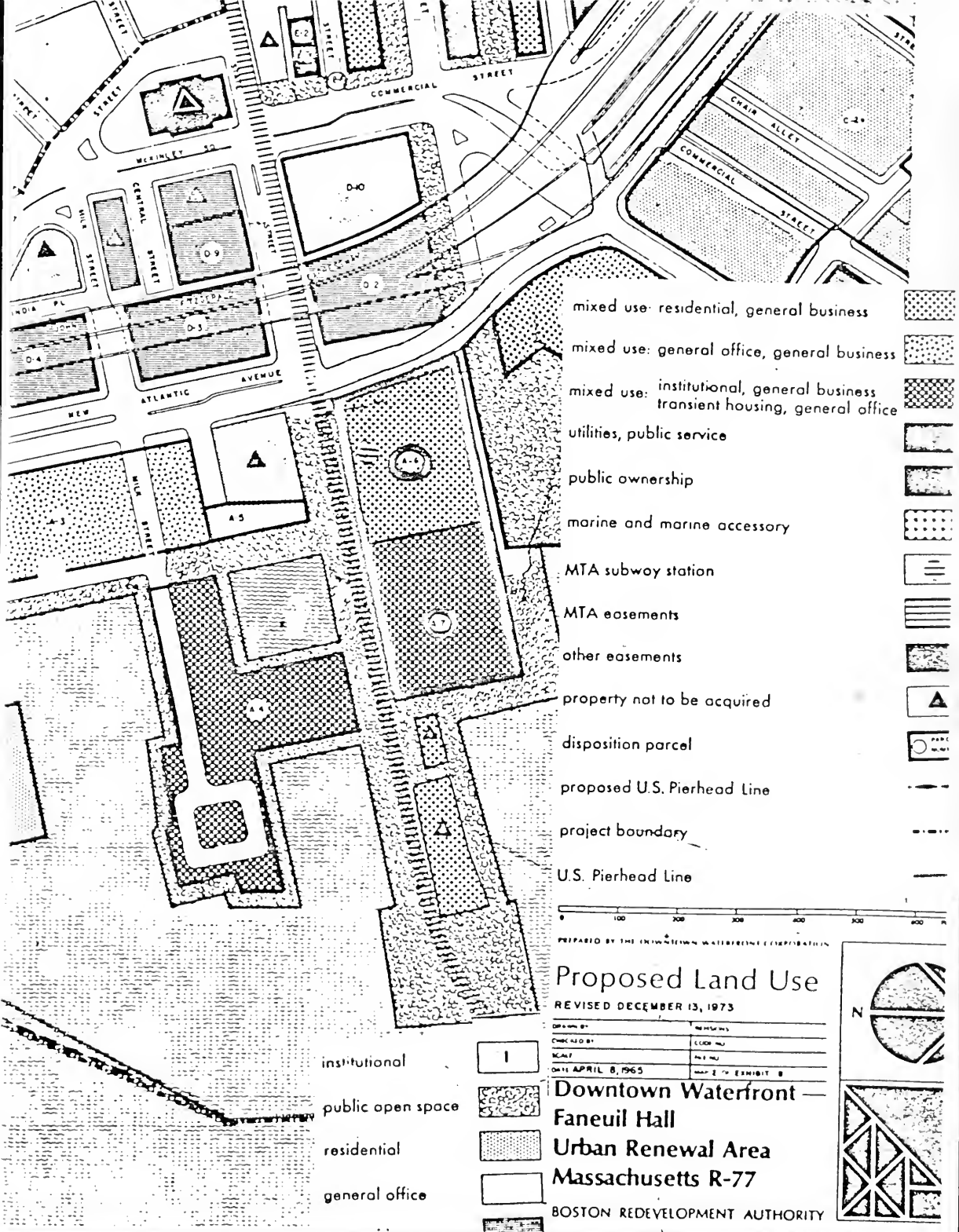
Site Designation: Expanded Parcel A-7
 (Parcels A-6, A-7)

Permitted Uses: General Office
 General Business
 Transient Housing
 Institutional

Maximum Building Height: 85' (A-7)
 150' (A-6)

Maximum Floor Area Ratio:	5
Minimum Parking:	-1/
Vehicular Access:	---
Arcades or Ground Floor Setbacks :	-----

3. That the proposed modifications are found to be minor modifications which do not substantially or materially alter or change the Plan.
4. That it is hereby found and determined that the Minor Modifications of the Plan will not result in significant damage to or impairment of the environment and further, that all practicable and feasible means and measures have been taken and are being utilized to avoid and minimize damage to the environment.
5. That all other provisions of said Plan not inconsistent herewith be and hereby are continuing in full force and effect.
6. That the Director be and hereby is authorized to proclaim by certificate these minor modifications of the Plan, all in accordance with the provisions of the Urban Renewal Handbook RHM 7207.1



Proposed Land Use **REVISED DECEMBER 13, 1973**

DESIGNED BY: [blank]
 CHECKED BY: [blank]
 DATE: APRIL 8, 1965
 FILE NO.: [blank]
 MAP 2 TO EXHIBIT B

Downtown Waterfront —
Faneuil Hall
Urban Renewal Area
Massachusetts R-77
BOSTON REDEVELOPMENT AUTHORITY

A G R E E M E N T

THIS AGREEMENT, entered into as of the 9th day of May, 1975, by and between BOSTON WATERFRONT HOTEL ASSOCIATES ("BWHA") and BOSTON WATERFRONT RESIDENTS ASSOCIATION, INC. (also known as the BOSTON WATERFRONT NEIGHBORHOOD ASSOCIATION), J. TIMOTHY ANDERSON, MORITZ BERGMEYER, ADRIANA GIANTURCO, RONALD W. CORNEW, ROBERT L. DAVIDOFF, JACK M. ROBERTS and DAVID SINTON (collectively, the "Waterfront Residents and Representatives");

W I T N E S S E T H :

The following facts set forth the background of this Agreement:

A. The Boston Redevelopment Authority ("BRA") entered into a Land Disposition Agreement (the "Current LDA") dated May 15, 1970 with the Trustees of Harbor Towers Trust III for the redevelopment of Parcel A-7, as shown on the Map R-77 annexed to the Downtown Waterfront - Faneuil Hall Urban Renewal Plan (the "Plan") dated April 15, 1964, as amended April 8, 1965.

B. The Trustees of Harbor Towers Trust III have entered into an agreement with BWHA consenting to the designation of BWHA as the redeveloper of Parcel A-7 and, in the event BWHA is so designated by the BRA, the Trustees of Harbor Towers Trust III have agreed to release the BRA from all obligations under the Current LDA.

C. The BRA has tentatively designated BWHA as the redeveloper of Parcel A-7 and of Parcel A-6, as shown on the Map R-77 annexed to the Plan.

D. Certain of the Waterfront Residents and Representatives, the BRA, the Secretary of Housing and Urban Development ("HUD") and certain other parties entered into a Stipulation and Agreement (the "Stipulation") dated January 25, 1973, relating to the Plan and, more specifically, the procedure pursuant to which representatives of the Waterfront Residents and Representatives would work with representatives of the BRA in a restudy (the "Restudy") of certain portions of the Plan.

E. In the process of the Restudy, the Restudy Committee was advised of the plans for redevelopment of Parcel A-7 and, as a direct result of the Restudy, agreement was reached on a change in the size of an hotel at one time proposed to be constructed on Parcel A-7. For some years, the plans for such hotel included a building sufficient to accommodate approximately five hundred fifty (550) guest rooms and containing approximately three hundred fifty (350) parking spaces. BWAHA agreed, however, to a scaling down to approximately a three hundred fifty-eight (358) room hotel containing fifty (50) parking spaces, and a change in the bulk of the structure to be built consistent with that change.

F. Subsequent to the scaling down of the hotel structure proposed to be constructed on Parcel A-7, the BRA Staff concluded that further reworking of the design of the hotel development should be undertaken with a view toward improving the integration of the hotel, from both an architectural and physical standpoint, into its surrounding environment. Intensive work on the redesign took place during late 1973 and 1974, and agreement was reached on certain design changes so as to assure that visual access to the harbor and the pedestrian "walk to the sea" would be preserved.

G. In late 1974, certain of the Waterfront Residents and Representatives approached BWAHA and indicated that, although they were not opposed in principle to the development of an hotel on Parcel A-7 and although the result of the redesign process spanning several years was, in their perspective, superior to the larger hotel structure originally proposed in 1965, they were still not entirely happy with the final design of the hotel proposed to be constructed on Parcel A-7.

It was suggested, however, that, if BWAHA could develop an hotel on Parcel A-7 and a portion of Parcel A-6, thereby removing a substantial portion of the hotel "core" and mass back from the Gardner Building and the Custom House, the Waterfront Residents and Representatives would affirmatively support the development.

H. BWAHA has considered development of an hotel on both Parcel A-6 and Parcel A-7 and has tentatively concluded that such a shift in the location of the proposed hotel, with certain design changes appropriate to make the structure fit the larger land area, is feasible. However, BWAHA is unwilling to explore such further change in the location and design of the proposed hotel which evolved

from the Restudy and redesign work with the BRA unless BWA is assured that the Waterfront Residents and Representatives will support development of an hotel which conforms with the location, size, height, length, width and massing limitations and standards, and land uses ancillary thereto, all as described in Paragraph 1 below. For convenience of reference, the term "Hotel", as hereinafter used, means an hotel, and land uses ancillary thereto, which meet the requirements of, or as described in, Paragraph 1 below.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand this day paid by each of the parties hereto to the others of them, the receipt and sufficiency of which is hereby severally acknowledged, BWA and the Waterfront Residents and Representatives agree as follows:

1. BWA hereby agrees to seek approval of the BRA, HUD and all other agencies having jurisdiction over the project for the expansion of Parcel A-7 to include both Parcel A-6 and Parcel A-7 ("Expanded Parcel A-7"), for the acquisition by BWA of Expanded Parcel A-7 and for the redevelopment thereof for the Hotel.

(a) BWA further agrees that the location, size, height, length, width and massing of elements of the Hotel, and the land uses on Expanded Parcel A-7 (all of which characteristics and land use pattern being hereinafter referred to as the "General Design" of the Hotel), shall be consistent with the Land Use Diagram (Sheet No. 1), the Height Controls Diagram (Sheet No. 2), and the photographs (marked Exhibits A-1 through A-4, inclusive), annexed hereto prepared by the Pard Team, which Diagrams and photographs are hereinafter collectively referred to as the "Diagrams". Structures not in existence as of the date of this Agreement shown on such photographs, other than the Hotel on Expanded Parcel A-7, are included for reference only and this Agreement shall not bind either party hereto in any manner whatsoever to support the development of such other structures. However, nothing in the foregoing shall be construed as requiring the Hotel, as built, to be precisely in conformity with the Diagrams and, in any case, elements of the Hotel may be lower or smaller than as prescribed by the General Design, but in no event shall elements of the Hotel, other than mechanical and stairway penthouses, vary from the Diagrams beyond the following limitations:

- (1) No element on Parcel A-6 and the bridge connecting Parcel A-6 with Parcel A-7 shall be increased in height more than five percent (5%) of the elevation above grade of such

element as shown on the Diagrams, and the elevation of no element on Parcel A-7 shall exceed the elevation above grade of such element as shown on the Diagrams;

- (ii) No element shall be more than five percent (5%) longer than as shown on the Diagrams, wherever the element is above grade; and
- (iii) No element shall be more than five percent (5%) wider than as shown on the Diagrams, wherever the element is above grade.

For the purposes of the preceding sentence, with reference to the elements of the Hotel other than the garage suitably identified on the Height Controls Diagram, "grade" is Established Base Elevation plus 17.00 Boston City Base as established on the Height Controls Diagram (Sheet No. 2) annexed hereto; as to that part of the Hotel identified on the Height Controls Diagram as "garage", "grade" is Established Base Elevation plus 21.00 Boston City Base as established on the Height Controls Diagram (Sheet No. 2) annexed hereto. In addition, BWA agrees not to construct any permanent structures above grade within the arcade areas on Expanded Parcel A-7 as established by the final design (hereinafter defined) of the Hotel, but the term "permanent structures" shall, without limitation, expressly exclude building columns which may be located within such arcade areas.

(b) The Hotel structure to be built on Expanded Parcel A-7 shall contain approximately three hundred sixty (360) guest rooms, but in no event more than three hundred ninety-five (395) guest rooms, and parking spaces for approximately two hundred (200) automobiles, but in no event for more than two hundred twenty-five (225) automobiles.

Without in any way derogating from the limitations and agreements set forth in subparagraphs (a) and (b) above, it is understood and agreed that the design objective of BWA is to create a structure compatible with adjacent buildings of historic importance, but that the final design of the Hotel to be constructed on Expanded Parcel A-7 must be approved by the BRA. Accordingly, it is understood and agreed that the final design of the Hotel, including, without limitation, the design detail and the exterior treatment of the structure, must necessarily be subject to changes required by the BRA during its design review process, and that all such changes and determinations of the BRA whether the final design of the Hotel is satisfactory and meets such requirements of compatibility shall be final

and binding on all parties hereto, provided, however, that (i) any modifications to the General Design, as defined in this Agreement, and to the number of rooms and parking spaces are consistent with and subject to the limitations set forth in subparagraphs (a) and (b) above, and (ii) that the facade called for by the final design is of masonry and glass materials (aside from incidental elements of other materials). However, BWHA agrees to join with the Waterfront Residents and Representatives in requesting the BPA to implement the procedure set forth in Paragraph 2 of the Amendment to the Stipulation to which reference is made below, so as to afford the Waterfront Residents and Representatives the opportunity to make suggestions and to review and comment to the BRA upon any design detail which may be proposed during the design review process, as well as the exterior treatment of the structure. Further, BWHA affirmatively agrees with the Waterfront Residents and Representatives not to agree to a final design unless the facade called for by the final design is of masonry and glass materials (aside from incidental elements of other materials).

2. The Waterfront Residents and Representatives hereby acknowledge their support of the development on Expanded Parcel A-7 of the Hotel, as contemplated by the provisions of Paragraph 1 above. Accordingly, the Waterfront Residents and Representatives hereby agree to affirmatively support development of the Hotel on Expanded Parcel A-7 at all public hearings of which the Waterfront Residents and Representatives receive written notice reasonably in advance of such hearings, and otherwise to cooperate with BWHA in order to expedite issuance of all necessary approvals, permits, etc., to enable construction of the Hotel to commence as soon as possible, but nothing in this sentence shall derogate from the right of the Waterfront Residents and Representatives to object to any design detail during the design review process, as set forth in Paragraph 1 above.

Consistent with the foregoing, but without limiting the generality thereof, the Waterfront Residents and Representatives acknowledge that the inclusion of Parcel A-6 into Expanded Parcel A-7 and the shift in the location of the Hotel onto Expanded Parcel A-7, and the General Design, as described in Paragraph 1 above, do not constitute a substantial or material alteration or change in the Plan, and the Waterfront Residents and Representatives agree to take

no action inconsistent with a determination that the inclusion of Parcel A-6 into Expanded Parcel A-7 and such change in the location and General Design of the Hotel do not involve a major federal action so as either to require the approval of HUD or the Boston City Council, or to cause the National Environmental Policy Act or the National Historic Preservation Act to be applicable to the Hotel development. Further, the Waterfront Residents and Representatives

agree to take no action inconsistent with the determination by the BRA and any other agency with jurisdiction over the project that development of the Hotel does not require the filing of an environmental impact statement under Chapter 30, Sections 61 and 62 of the Massachusetts General Laws, the so-called Massachusetts Environmental Impact Law.

3. As soon as reasonably practicable after the execution of this Agreement, the Waterfront Residents and Representatives shall execute an Amendment to the Stipulation in the form annexed hereto, it being contemplated by BWHA that other parties to the Stipulation will, likewise, execute such Amendment. However, nothing in this Agreement shall require BWHA to secure the agreement of all other parties to the Stipulation to such Amendment.

4. It is recognized by all parties to this Agreement that BWHA has agreed to pursue the development of the Hotel on Expanded Parcel A-7 without first obtaining any assurances that all necessary approvals, permits, etc., for such development will be granted without material delay. Accordingly, it is expressly understood and agreed that, at any time prior to the commencement of construction of the Hotel on Expanded Parcel A-7, as contemplated by this Agreement, BWHA shall have the right to terminate this Agreement, by delivering written notice of its intention so to do to counsel for the Waterfront Residents and Representatives, if BWHA fails to obtain all necessary approvals, permits, etc., for the proposed development or if the proposed development is not economically feasible or appropriate financing for the same cannot be obtained within a reasonable time; and in the event such notice of intention to terminate is given by BWHA, this Agreement shall terminate fifteen (15) days after the date of such notice. It is further expressly agreed that nothing in this Agreement shall be construed as obligating BWHA to proceed with development of the Hotel.

However, if such notice of termination is given by BWWA, neither BWWA nor the Waterfront Residents and Representatives shall have any further obligation under this Agreement; without limitation, the Waterfront Residents and Representatives shall have the right to withdraw from the Amendment to the Stipulation annexed hereto, and shall have the right to contest or challenge any development on Parcel A-6 and Parcel A-7 with the same force and effect as if this Agreement had never been entered into.

If this Agreement is not so terminated, however, BWWA shall be bound by all of the terms, conditions and provisions hereof, as if the General Design were an equitable servitude running with the land, enforceable in the same fashion as restrictions on the land are enforceable under Chapter 184 of the General Laws of the Commonwealth of Massachusetts, but the only remedy for any breach of this Agreement by BWWA shall be specific enforcement of the provisions hereof.

5. All rights and obligations of the parties hereto under this Agreement shall inure to the benefit of and be binding upon their respective successors and assigns, but BWWA, and its successors in title to Expanded Parcel A-7, shall be liable only for breaches of this Agreement occurring during its or their ownership of Expanded Parcel A-7.

This instrument may be executed in any number of counterpart copies, each of which counterpart copies shall be treated as an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this in-

-----END OF PAGE 7-----

strument to be duly executed, under seal, as of the day and year first above written.

BOSTON WATERFRONT HOTEL ASSOCIATES

By 

Stanley E. Barnes

Hereunto duly authorized

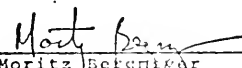
BOSTON WATERFRONT RESIDENTS ASSOCIATION, INC.

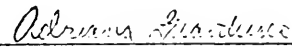
By 

Adriana Gianturco

Hereunto duly authorized

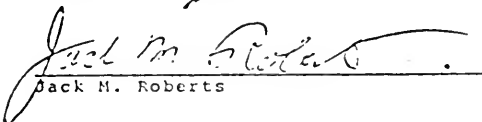

Timothy Anderson

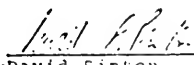

Moritz Bergner


Adriana Gianturco


Ronald W. Cornew


Robert L. Davidoff


Jack M. Roberts


David Sinton

hotel structure originally proposed, it would be preferable to develop the hotel on Parcel A-7 and all or a portion of Parcel A-6, thereby moving a substantial portion of the hotel "core" and mass back from the Gardner Building and the Custom House;

WHEREAS, the tentatively designated redeveloper of Parcel A-6 and Parcel A-7 has entered into an agreement (the "Agreement") dated May 9, 1975, a copy of which is annexed hereto as Exhibit A, made a part hereof and incorporated herein by reference, with the plaintiffs named in the Stipulation and certain other residents and representatives of the Downtown Boston Waterfront Area, relative to certain changes in the location (to Expanded Parcel A-7, as defined in the Agreement) and general design of the hotel, i.e., size, height, length, width and massing, from the location and design previously approved by the Boston Redevelopment Authority in accordance with the procedures set forth in the Stipulation;

WHEREAS the parties hereto now desire to amend the Stipulation to incorporate the change in the size of Parcel A-7 and in the location of the hotel to be constructed thereon, and the other changes in the general design of the hotel appropriate to make the structure fit the larger land area, all as more fully described in the Agreement. For convenience of reference, the term "Hotel", as hereinafter used, means an hotel, and land uses ancillary thereto, which meet the requirements of, or as described in, Paragraph 1 of the Agreement;

NOW, THEREFORE, all of the parties to the Stipulation hereby enter into this AMENDMENT TO STIPULATION AND AGREEMENT and agree as follows:

1. All of the provisions of the Agreement and the Exhibits thereto are hereby approved.

2. It is understood and agreed that the final design of the Hotel to be constructed on Expanded Parcel A-7 must be approved by the Boston Redevelopment Authority. Accordingly, it is understood and agreed that the final design of the Hotel, including, without limitation, the design detail and the exterior treatment of the structure, must necessarily be subject to changes required by the Boston Redevelopment Authority during its design review process, and that all such changes and determinations of the Boston Redevelopment Authority as to the final design of the Hotel shall be final and binding on all parties hereto, provided, however, (i) that any modifications to the General Design, as defined in the Agreement, and to the number of rooms and parking spaces are consistent with and subject to the limitations set forth in subparagraphs 1(a) and 1(b) of the Agreement, and (ii) that the facade called for by the final design is of masonry and glass materials (aside from incidental elements of other materials).

However, the Boston Redevelopment Authority recognizes the plaintiffs' special concern for and unique involvement in the redevelopment of Parcel A-7, as evidenced by the Agreement between the plaintiffs and the tentatively designated redeveloper. In view

of the Agreement, the procedures previously set forth and agreed upon in the Stipulation and the importance of minimizing any further delay in the redevelopment of a vital part of the Downtown Boston Waterfront, the Boston Redevelopment Authority agrees to designate a representative thereof to meet at least bi-weekly with three representatives of the plaintiffs and a representative of the tentatively designated redeveloper of Expanded Parcel A-7, both to report on the current status of the design review process for the Hotel and to afford the plaintiffs an opportunity both to provide suggestions and to review and comment upon the design detail as well as the exterior treatment which may be proposed for the Hotel. The Boston Redevelopment Authority shall consider in good faith any suggestions, comments and recommendations made by such representatives of the plaintiffs during the design review process. Prior to final approval by the Boston Redevelopment Authority of the proposed final design of the Hotel, such representatives of the plaintiffs shall also be given the opportunity to make written suggestions, comments and recommendations on such proposed final design, and, in the event any such written suggestions, comments and recommendations are not acceptable, the Boston Redevelopment Authority agrees to notify such representatives of the plaintiffs in writing of the reasons why any such suggestions, comments and recommendations on the proposed final design are not acceptable. The Boston Redevelopment Authority's good faith determinations after complying with the procedures herein set forth shall be final and binding on all of the parties.

3. The Agreement provides, in Section 4 thereof, that the tentatively designated redeveloper has the right, in the circumstances therein set forth, to terminate the Agreement. If the redeveloper shall exercise such right of termination and a copy of the notice in which such right of termination is exercised is deposited with the Court, this AMENDMENT TO STIPULATION AND AGREEMENT shall, likewise, be treated as having been terminated with the same force and effect as if this AMENDMENT TO STIPULATION AND AGREEMENT had never been entered into.

4. This AMENDMENT TO STIPULATION AND AGREEMENT, signed by the attorneys for all of the parties hereto, shall be filed with the Court, and upon approval by the Court, this AMENDMENT TO STIPULATION AND AGREEMENT shall have the force and effect of an Order of Court, all as if the Stipulation as originally filed with the Court had included the provisions hereof.

The within AMENDMENT TO STIPULATION AND AGREEMENT, consisting of five (5) pages and two (2) signature pages, numbers 6 and 7, is hereby executed by counsel for each party this day of , 1975.

BOSTON WATERFRONT RESIDENTS ASSOCIATION,
INC., J. TIMOTHY ANDERSON, MORITZ
BERGMAYER, GEORGE MUTRIE, RONALD W.
CORNEW, ROBERT L. DAVIDOFF and JACK M.
ROBERTS

By their attorney,

BOSTON REDEVELOPMENT AUTHORITY, ROBERT T.
KENNEY, Executive Director of the Boston
Redevelopment Authority, ROBERT L. FARRELL,
JAMES G. COLBERT, PAUL J. BURNS, JAMES
FLAHERTY and JOSEPH J. WALSH, Members of
the Boston Redevelopment Authority

By their attorney,

James J. Myers
Gadsby & Hannah

CARLA HILLS, Secretary of Housing and
Urban Development, HAROLD G. THOMPSON,
Acting Administrator of Region I of H.U.D.,
WILLIAM HERNANDEZ, Director of the Boston
Area Office of H.U.D.

By their attorney,

Assistant U. S. Attorney

RICHARD THUMA, Boston Building Commissioner and JOHN CASAZZA, Commissioner of Public Works for the City of Boston

By their attorney,

Assistant Corporation Counsel
City of Boston Law Department

JOHN J. CARROLL, Commissioner of Public Works for the Commonwealth of Massachusetts

By his attorney,

Deputy Attorney General

May 29, 1975

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT T. KENNEY, DIRECTOR

SUBJECT: DOWNTOWN-WATERFRONT-FANEUIL HALL URBAN RENEWAL AREA
PROJECT NO. MASS. R-77
AUTHORIZATION TO EXECUTE AMENDED STIPULATION AND AGREEMENT AND
PROCLAIMER OF MINOR MODIFICATIONS OF THE URBAN RENEWAL PLAN
DISPOSITION PARCEL A-6 AND A-7

SUMMARY: The Boston Waterfront Hotel Associates (BWHA), and the Boston Waterfront Residents Association, Inc. (BWRA) have submitted a new design for the hotel proposed to be constructed on Parcel A-7. The new design requires the expansion of Parcel A-7 by amending a Stipulation and Agreement concerning the above-captioned Urban Renewal Project and an amendment to the subject urban renewal plan.

On January 25, 1973, the Boston Waterfront Residents Association, HUD, the City and the Boston Redevelopment Authority, were parties to a Stipulation and Agreement regarding the development of the above-captioned urban renewal project, which Stipulation and Agreement was duly filed with the Federal District Court on March 14, 1973.

On September 20, 1973, the Boston Waterfront Hotel Associates was substituted as the tentatively designated redeveloper of Parcel A-7 in the subject urban renewal area, for purposes of developing a hotel on that Parcel. The original design of the hotel included 550 rooms and 350 parking spaces.

As part of the restudy process required by the Stipulation and Agreement, the BWHA agreed to re-examine the scope and nature of the project. It was determined that a smaller scale was more acceptable than that originally proposed. After continuing re-evaluation, the BWHA and the BWRA have submitted a new design for the proposed hotel on an expanded Parcel A-7. This scheme providing for the development of the hotel on the expanded Parcel A-7 has been reviewed by the BRA design review staff which agrees that the new proposal would allow a significantly improved design for the building, while reducing its impact on the historic buildings located on Long Wharf. The new proposal would include between 360-395 rooms and parking spaces for between 200 to 225 cars.

The BWHA and the BWRA have entered into a formal agreement, a copy of which is attached, which calls for the development of the smaller scale hotel on the expanded Parcel A-7 and creates obligations on the part of each party to support the new proposal. The Agreement allows for continued BRA design review with the responsibility for final development determinations by the Authority, and proposes the execution of an amendment to the January 25, 1973, Stipulation and Agreement so as to incorporate therein the terms and conditions of the BWHA-BWRA Agreement.

In view of the foregoing, it is recommended that the Authority at this time, authorize the execution and filing of the amended Stipulation and Agreement, as proposed. An appropriate Vote for such authorization is attached.

In order to proceed with the new design, it will be necessary to amend the subject urban renewal plan to expand Parcel A-7 so as to include therein Parcel A-6 and to provide that the use and dimensional restrictions applicable to Parcel A-7 shall apply to Parcel A-6, except that the maximum building height limitation previously applicable to Parcel A-6 shall continue to be applicable to that portion of Expanded Parcel A-7 which was previously known as Parcel A-6. It has been determined that these modifications are minor in nature in that they do not constitute fundamental changes in the overall project and do not materially or substantially alter or change the plan.

An appropriate Resolution for the minor modifications is also attached.

Attachments

